

Terms and Conditions/ Rental Agreement

Honey from the Jar Rental Agreement

The following Terms of Service ("Terms") between you ("you" or "your") and Honey from the Jar. ("we," "our," "us," or "HFTJ") describes the terms and conditions on which you may access and use the Honey from the Jar website located at honeyfromthear.com.au (the "Site") and related services including Honey from the Jar's product rental and sale services (together with the Site and the Honey from the Jar Content, as defined below, the "Services"). These Terms also apply to in-store rentals and sales, which are part of the Services. By accessing or using any of the Services, you acknowledge that you have read, understood and agreed to be bound by these Terms.

Through the Services, we aim to give you access to beautiful vintage and preloved clothing and accessories, and stylist advice and other content to help you decide which items are perfect for you.

LEGALLY BINDING Contract.

These Terms of Use constitute a binding legal contract between you and Honey from the Jar. These Terms of Use apply to you whether you are browsing or are a customer of Honey from the Jar. The Terms of Use in force at any time are published on the Website and you will be taken to have accepted them by accessing or using the Website. If Honey from the Jar develops revised Terms of Use, then on their publication on the Website they will supersede those they replace. If you subsequently access or use the Website, you will be taken to have accepted the revised terms of use. If you do not agree with the terms of use application from time to time, do not access, use, submit information to or download from this Website. These Terms of Use may change without notice, so do check from time to time. If you do not agree to any change, you should terminate the use of the Website. Specific Website offerings, incentives, areas, or section may also have additional guidelines which govern your use of this Website. You must comply with them in addition to these Terms of Use.

This agreement contains all of the terms and conditions regarding your rental of products from Honey from the Jar via the website www.honeyfromthear.com.au. You agree that rental from our business is subject to all our website terms and conditions of use and privacy policy. These

are available on our website and are subject to change from time to time. You agree that you are renting products and ownership of the product remains with Honey from the Jar at all times. You as the renter take full responsibility for the garment return and condition during the rental period whether you are the wearer of the garment or not. If you are renting on behalf of another party who intends to wear the item, you must disclose this in the booking notes. This does not remove liability from you as the renter. No other person or party may wear the garments other than those named in the booking details. If you allow another party outside of the rental agreement to wear the garment without consent you will lose your deposit and be charged an additional rental fee. Our products may only be rented for customers who are over the age of 18. By clicking "I accept" rental agreement button you represent that you are over 18 years and are authorized to use the chosen method of payment with the purpose of renting the products on the order.

Our Commitment to You

We will deliver the product that you have ordered including the correct size, colour, and style on or before the date you have specified for delivery on your order. Except where we have indicated to you that your request for this is not possible or guaranteed and therefore your order has been amended. Products may appear slightly different in colour to the images listed on the website. We do our utmost to accurately describe the garment colour and fit. Our liability to you for failure to deliver a product you have ordered is limited only to timely delivery. If an order is not delivered on time and we have done everything in our power to get it to you on time a store credit will be issued less the shipping charges.

Payment Terms

The "rental fee" for the products will be the rental fee and delivery fees and any additional charges listed on the website in relation to your rental of products. When you order a product, you authorize Honey from the Jar to charge your payment method for your rental fee. We will charge your Payment method immediately upon receiving your order. In addition to your rental order for a product (including the rental price and postage plus a \$50 refundable deposit), you authorize Honey from the Jar to charge your payment method up to an amount to 200% of the entire original retail value of the product as set in the "retail value" on the website should you return your garment outside of the

agreed rental period. We only charge your payment method when you have not upheld your commitment to us as set forth in the rental agreement below.

Product Fit and Returns

Please ensure you have carefully checked your measurements against the garment size before booking it in as we do not offer refunds or store credit once your order has been shipped. We encourage you to make an appointment for a fitting if possible, to ensure you are happy with your garment fit and style prior to your event.

Shipping Details

Honey from the Jar's delivery method is Express Delivery Service, operated by Australia Post (see Australia Post's Terms and Conditions). Express Delivery is a guaranteed next day delivery within the Express Post network only.

If the User's location is outside of the Express Post network, it will take more than one business day and Honey from the Jar has no control over this. We ship all orders out a day before the booking begins. If your location is not in the next day delivery zone from Melbourne please let us know after placing your order.

Please check before placing an order that you are in the express network. If your delivery does not get to you in time for your event you will be issued with a store credit less the shipping fees. **WARNING:** If you are unavailable to sign for this delivery it may be taken back to the depot or local post office for collection by you. It is your responsibility to be available for delivery of your item/s or collection of your item when you have not been available. Your rental period starts from the time the courier attempted first delivery and credits will not be issued for late delivery where you have not been available to accept delivery.

Dry Cleaning

We dry clean and inspect all products with the upmost of care however use of this product is at your own risk and Honey from the Jar shall not be held liable for any health-related complaints associated with a product rented from our site. Our products have been worn by other consumers prior to your rental.

With delivery of your product, pre-paid return packaging is provided. Please ensure that you place your dress inside the satchel using the self addressed label and return the satchel to Australia Post by 5pm on the last day of your rental.

Honey from the Jar will not take responsibility for lost articles mailed in Australia post boxes. If you lose your return packaging it is your responsibility to return the garment via trackable express post to Honey from the Jar. You must provide tracking details to contact@honeyfromthear.com.au in order to avoid further borrowing charges.

If you return your garment via an Australia Post Outlet (highly recommended) where it will be scanned over the counter as proof of lodgement then the article will be deemed as returned and we will accept responsibility for the article after the first scan. If you return your dress via an Australia Post Pre Paid Satchel and the dress is not scanned and is lost by Australia Post then you accept responsibility for this loss and will be required to pay the retail cost of the dress less the rental fee already paid.

Once delivery has been made to your nominated address you bear all responsibility for your product. If you have opted to have your product delivered to your work address or mailroom, responsibility is passed to you as soon as the mailroom has signed for the product. A secure shipping address is highly recommended when placing your order. In the event that an unsecure shipping address is provided Honey from the Jar does not bear any responsibility for the product left unattended. If you are unavailable to receive the item Honey from the Jar will not be held responsible for additional shipping delays or additional shipping charges passed on by delivery service.

Use of Honey from the Jar products

You agree to treat our products like you would your own. You will treat the garment with the upmost of care. You will not attempt to fit into a garment that is too small for you, you will not try and zip up a garment that is too tight and therefore damage the zip. You are responsible for any damage to the dress due to fire, major stains, theft or loss. Normal wear and tear is considered as minor stains which can be removed in dry cleaning, small seam openings, missing beads and sequins, stuck zippers. If you return a product and it is damaged beyond normal wear and tear then you agree that we shall charge you, and you will pay, for the price of repairing the product or if the product is unable to be repaired you agree to pay up to the full retail value of the dress (as listed on our website). This price will be at the Discretion of Honey from the Jar.

Return of Products on Time

You agree to return your product on the order return date (or next business day) by 5pm using the prepaid return envelope provided. If you return your product late you will incur a thirty (\$30.00) late fee for every day you are late up to 200% of the retail value of the dress as indicated on our website. Honey from the Jar will use the payment method you have provided to charge any late fees. You agree to pay these late fees up to an amount not exceeding 200% of the retail value of the products. Late fee is payable regardless of whether a customer is a member or has used a credit for their order. If you have not returned your product within 20 days of the return date your product will be considered a non-return and Honey from the Jar will charge your payment card the maximum late fee as set above, less any late fee we have already charged you. If you lose your packaging it is your responsibility to return the product to Honey from the Jar within one (1) business day of return date. You must purchase return shipping at your own expense and provide the tracking number to Honey from the Jar. Honey from the Jar will not be held liable for products which are late or lost in transit due to your chosen method of shipping.

Collection

If you do not pay the amounts owed to us when due we will pass on the invoices to a collection company to pursue you for collections, including and without limitation attorney and collection fees. Honey from the Jar reserves the right to terminate your right to rent products from us at any time at our own discretion should you breach this agreement or for any other reason.

Insurance

Honey from the Jar charges a \$50 fully refundable deposit for rental items. For minor damage and/or staining if Honey from the Jar assesses (at its sole discretion) that the cost of repairs will be over fifty dollars (\$50), then the User will be required to pay the difference (e.g. if the repair cost is one hundred dollars (\$100), then Honey from the Jar will require the User to pay fifty dollars (\$50). If you return a Product that is damaged beyond normal wear and tear, lost or stolen, then you agree that we shall charge you, and you shall pay, for the price for repairing or replacing the Product, as determined in our discretion, up to the Retail Value for the Product. In event of damage to the garment to the value of \$50 or above, the security deposit will not be refunded, but go toward the cost of the value of the repair.

Cancellation Policy

You may cancel your rental order subject to the following cancellation fees and policies:

- i. Cancellation fourteen (14) or more days in advance of the delivery date, there is no cancellation fee and you will receive a full refund issued to the payment card you used for the order. If you pay via Pay Pal you will be liable for the Pay Pal fees and charges for a refund to be issued.
- ii. If you cancel less than fourteen (14) days but more than seven (7) days in advance of the delivery date, you will not receive any refund, but you will receive a full store credit for the Rental Fee associated with the cancelled order. This credit can be applied to any future HFTJ rental or purchase order placed within 12 months of the cancellation date.
- iii. If you cancel seven (7) or fewer days in advance of the delivery date, you will receive a credit to your HTFJ account for the Rental Fee associated with the cancelled order, minus a cancellation fee of \$30. Credits can be used for future bookings or purchases from the HFTJ website. Credits remain with your account for 12 months and thereafter expire. Your credit will automatically be added to your cart next time you shop.
- iiii. If you have booked a garment and do not wish to wear it, 48 hours notice needs to be given otherwise you will need to pay for the full hire price. Once your order is shipped we will not refund or credit you, so please ensure you check the measurements before hiring.

Clearance Sale

Please note that All Sale Items are FINAL SALE and cannot be returned/exchanged.

Email

We will use the information from your order to send you email marketing on occasion. We don't however pass on any of your details including your email address to any other companies or corporations. You may opt out of receiving those emails by emailing contact@honeyfromthejar.com.au.